

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

RICHARD DIAZ,

Plaintiff,

v.

NCO FINANCIAL SYSTEMS, INC.,

Defendant.

CASE NO. 2:12-CV-03429-CMR

OFFER OF JUDGMENT

TO: Richard Diaz, (hereinafter "Plaintiff"), by and through Plaintiff's attorney, Craig Thor Kimmel, Esq., Kimmel & Silverman, P.C., 30 East Butler Pike, Ambler, PA 19002.

Pursuant to Fed. R. Civ. P. 68, Defendant, NCO Financial Systems, Inc., (hereinafter "NCO") hereby offers to allow judgment to be taken against it in favor of Plaintiff, as follows:

1. Judgment shall be entered against NCO for damages in the total amount of One Thousand and No/100 Dollars (\$1,000) for damages incurred by Plaintiff as a result of NCO's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*;
2. In addition, the Judgment entered shall include an additional amount for Plaintiff's reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2) in the event counsel cannot agree, as determined by the Court upon application by Plaintiff's counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against NCO, said judgment shall have no effect whatsoever except in settlement of those claims;
4. This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that NCO is liable in this action, or that Plaintiff has suffered any damage;

5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiff within 14 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, the Plaintiff must pay his costs incurred after making this Offer, as well as the costs of NCO as allowed by the law of this Circuit.

ACCEPTED: _____

Richard Diaz

DATE: _____

10-26-12

Respectfully submitted,

/s/Ross S. Enders

Ross S. Enders, Esq.

SESSIONS, FISHMAN, NATHAN & ISRAEL, L.L.C.

200 Route 31 North, Suite 203

Flemington, NJ 08822

Phone: (908) 751-5941

Fax: (908) 751-5944

renders@sessions-law.biz

Attorney for Defendant,

NCO Financial Systems, Inc.

CERTIFICATE OF SERVICE

I certify that on this 26th day of October, 2012, a copy of the foregoing **Defendant NCO Financial Systems, Inc.'s Offer of Judgment** was forwarded to the Parties below via U.S. Mail and facsimile.

Craig Thor Kimmel, Esq.
KIMMEL & SILVERMAN PC
30 E. Butler Pike
Amber, PA 19002
Phone: 215-540-8888
Email: kimmel@creditlaw.com
Attorney for Plaintiff,
Richard Diaz

By: /s/Ross S. Enders
Ross S. Enders, Esq.
Attorney for Defendant,
NCO Financial Systems, Inc.